

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition by Sprint Communications )  
Company Limited Partnership for )  
Arbitration with Verizon Florida Inc. )  
Pursuant to Section 251/252 of the )  
Telecommunications Act of 1996. )

DOCKET NO. 010795-TP

**DIRECT TESTIMONY OF  
WILLIAM MUNSELL  
ON BEHALF OF  
VERIZON FLORIDA INC.**

**SUBJECT: ISSUE NOS. 1 AND 2**

**OCTOBER 23, 2001**

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**DIRECT TESTIMONY OF WILLIAM MUNSELL**

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is William Munsell and my business address is 600 Hidden Ridge, Irving, Texas 75038.

**Q. BY WHOM ARE YOU CURRENTLY EMPLOYED?**

A. I am currently employed by Verizon. I am testifying in this arbitration on behalf of Verizon Florida Inc. ("Verizon").

**Q. WHAT ARE YOUR CURRENT DUTIES AND RESPONSIBILITIES?**

A. My current duties are to represent Verizon in negotiations with competitive local exchange companies ("CLECs") for interconnection, resale, and unbundled elements as required under § 251 of the Telecommunications Act of 1996.

**Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.**

A. I have an undergraduate degree in Economics from the University of Connecticut, and a master's degree from Michigan State University in Agricultural Economics. I joined Verizon (then GTE) Florida in 1982. During the course of my career with Verizon, I have held positions in Demand Analysis and Forecasting, Pricing, Product Management, Open Market Program Office, and Contract Negotiations.

1 Q. PLEASE PROVIDE ADDITIONAL DETAIL REGARDING YOUR  
2 VERIZON WORK EXPERIENCE.

3 A. I started my career with Verizon in Demand Analysis and Forecasting,  
4 where I spent approximately five years. In this job I was primarily  
5 responsible for developing access line forecasts and forecasts of  
6 network usage, including access minute forecasts. I was then  
7 promoted to Pricing Analyst where I was responsible for developing  
8 prices for Verizon Florida's intrastate intraLATA toll product as well as  
9 intrastate switched access rates. Later, I was promoted to the position  
10 of Product Manager for Verizon Florida's intraLATA toll product line.

11

12 In 1989, I accepted a position with Verizon (then GTE) Telephone  
13 Operations in Irving, Texas as a Senior Product Manager for  
14 intraLATA toll calling plans for all of the states in which Verizon (then  
15 GTE) operated. In 1994, I transitioned from the retail side of the  
16 business to the wholesale side by accepting the position of Senior  
17 Product Manager-Switched Access Service. In this role I was  
18 responsible for managing switched access rates in the states within  
19 Verizon (then GTE) North Incorporated. I also was given responsibility  
20 for the systems development and rollout of intrastate intraLATA equal  
21 access in all states served by the former GTE.

22

23 In 1996, I became a Product Manager for interconnection, where I  
24 helped develop positions, policies, and systems capabilities in  
25 response to the Telecommunications Act of 1996. In December 1997,

1 I was promoted to a position within a new Program Office that  
2 developed solutions to the many systems issues that Verizon (then  
3 GTÉ) faced in this new competitive environment. In this position my  
4 specialty was usage issues. In addition, while in this position, I  
5 attended numerous meetings of the Ordering & Billing Forum ("OBF"),  
6 specifically in the Billing and Message Processing subcommittees  
7 (including MECAB). In the spring of 1999, I accepted my present  
8 position as a negotiator of interconnection contracts.

9  
10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A. The purpose of my testimony is to provide Verizon's positions relative  
12 to Issue No. 2 -- "Multi-Jurisdictional Trunks" and relative to a portion  
13 of Issue No. 1 -- "Local Traffic Definition."

14

15 **ISSUE NO. 2: MULTI-JURISDICTIONAL TRUNKS**

16

17 **Q. WHAT IS THE DISPUTE REGARDING ISSUE NO. 2?**

18 A. Actually, there are two issues in dispute. The first issue is whether  
19 Sprint should be permitted to dictate that access traffic (for which the  
20 interexchange carrier ("IXC") must pay Verizon access charges) and  
21 local traffic (for which each party charges reciprocal compensation  
22 rates to the other party) between Verizon and Sprint be combined over  
23 the same trunks. For the purposes of this testimony, I will call this  
24 **"Issue 2a - Multi-Jurisdictional Trunks."** The second issue is  
25 whether Sprint should be allowed to avoid paying access charges for

1 traffic originated by a Verizon end user that is routed through Sprint's  
2 operator service facilities by the use of what Sprint calls its dial-around  
3 "1010333+0" or "00-" service and then terminated to another Verizon  
4 end user who is in the same local calling area. Sprint claims that  
5 these calls are "local traffic," which is subject to reciprocal  
6 compensation charged to Verizon by Sprint, rather than access traffic,  
7 for which Sprint must pay access charges to Verizon. I will refer to this  
8 issue as "Issue 2b - Pricing of Sprint Operator Service-Routed  
9 Calls."

10

11 **ISSUE NO. 2A - MULTI-JURISDICTIONAL TRUNKS**

12

13 **Q. WHAT IS A "MULTI-JURISDICTIONAL TRUNK?"**

14 A. A multi-jurisdictional trunk is one that carries two or more jurisdictions  
15 of traffic.

16

17 **Q. HOW MANY JURISDICTIONS OF TRAFFIC ARE THERE?**

18 A. It is generally accepted that there are five (domestic) jurisdictions of  
19 traffic:

- 20 • local (*i.e.*, traffic subject to reciprocal compensation)
- 21 • intrastate intraLATA
- 22 • intrastate interLATA
- 23 • interstate intraLATA
- 24 • interstate interLATA

25 The intrastate interLATA and interstate interLATA jurisdictions of traffic

1 are currently primarily reserved for IXCs, while intrastate intraLATA  
2 traffic may be carried by the local exchange carrier ("LEC") providing  
3 exchange service to the end user or by an IXC - the choice is the end  
4 user's. Traffic routed by a LEC to an IXC, or from an IXC to a LEC, is  
5 generically called "Exchange Access."  
6

7 **Q. WHAT IS SPRINT'S POSITION CONCERNING MULTI-**  
8 **JURISDICTIONAL TRUNKS?**

9 A. Sprint does not want to use separate trunks for traffic between Sprint  
10 local end users and any IXCs also connected at the Verizon tandem  
11 and for traffic exchanged between each party's local end users. That  
12 is, Sprint wants to route these two jurisdictions of traffic over the same  
13 "multi-jurisdictional" trunk group.  
14

15 **Q. WHY DOES SPRINT WANT TO COMBINE MULTIPLE**  
16 **JURISDICTIONS OF TRAFFIC OVER THE SAME TRUNK GROUP?**

17 A. Sprint wants the ability to combine multiple jurisdictions of traffic over  
18 the same trunk group to avoid access charges. For example, Sprint  
19 wants the ability to route "local" traffic over access facilities in order to  
20 bolster its argument that its operator service-routed calls (which are  
21 discussed below) are "local" and thus subject to reciprocal  
22 compensation rates rather than access charges.  
23

24 **Q. WHAT IS VERIZON'S POSITION CONCERNING SPRINT'S**  
25 **REQUEST TO CREATE MULTI-JURISDICTIONAL TRUNKS?**

1 A. Verizon's position is that Sprint should not have the unilateral right to  
2 create multi-jurisdictional trunks in implementing interconnection of  
3 Sprint's and Verizon's networks. That position is based on technical  
4 and operational reasons, as well as contractual reasons between  
5 Verizon and other CLECs. Further, Verizon's position is consistent  
6 with that of Sprint's own incumbent local exchange company. Each of  
7 these is discussed in more detail below.

8

9 **Q. WHAT ARE THE TECHNICAL AND OPERATIONAL REASONS FOR**  
10 **VERIZON'S POSITION THAT SPRINT SHOULD HAVE SEPARATE**  
11 **TRUNKS FOR EXCHANGE ACCESS TRAFFIC AND LOCAL**  
12 **TRAFFIC?**

13 A. If Sprint's proposal is adopted, correct billing between Sprint and  
14 Verizon will be impossible. In order for Sprint to bill Verizon for  
15 reciprocal compensation, Sprint will need to set up terminating  
16 recording capability on the trunk group that carries local traffic subject  
17 to reciprocal compensation. If this same trunk group is used to carry  
18 exchange access traffic coming from IXCs connected at the Verizon  
19 tandem and terminating to Sprint local end users, Sprint will create  
20 terminating records for the exchange access traffic as well.

21

22 Per the industry standard guidelines for the meet point billing of  
23 switched access to IXCs, as defined in the Multiple Exchange Carrier  
24 Access Billing ("MECAB") guidelines, and under which Sprint and  
25 Verizon have agreed to operate (see § 2.8 of the interconnection

1 attachments to the draft interconnection agreements filed by both  
2 Sprint and Verizon), terminating access records on tandem routed  
3 traffic are created by the tandem company (Verizon) and forwarded to  
4 the end office company (Sprint). If the parties utilize a single trunk  
5 group for exchange access, intraLATA toll, and local traffic, Sprint will  
6 create terminating records at its switch for *all* such traffic, including  
7 terminating exchange access, for which Sprint will receive from  
8 Verizon terminating access records per the MECAB guidelines. Sprint  
9 has not identified a method by which Sprint intends to identify and  
10 delete the duplicate records that Sprint will create for exchange access  
11 traffic. Without a method to delete the duplicate records, Verizon is  
12 rightly concerned that Sprint will bill reciprocal compensation charges  
13 to Verizon for traffic for which Verizon is not responsible. As shown in  
14 Exhibit WM-1, Sprint has not disputed that such duplicate records  
15 would indeed be created. See email from William Munsell to Paul  
16 Reed, dated May 1, 2000, a copy of which is contained in Exhibit WM-  
17 1. Moreover, Sprint has not, and indeed cannot, provide to Verizon a  
18 method by which Sprint intends to solve this problem. For now, Sprint  
19 cannot identify, delete, or somehow flag the duplicate records that  
20 Sprint would create.

21

22 **Q. WHAT IS THE MAGNITUDE OF THIS POTENTIAL PROBLEM?**

23 A. Without knowledge of the amount of traffic (local, intraLATA toll and  
24 exchange access) that Sprint would terminate, it is impossible to  
25 quantify the financial magnitude of this problem. However, the



1 duplication of records for terminating exchange access will no doubt  
2 increase the potential for future disputes between Verizon and Sprint,  
3 which will likely come before this Commission, and which can be  
4 avoided altogether by the use of separate trunk groups, which has  
5 been the practice in the past.

6

7 **Q. WHAT ARE THE CONTRACTUAL REASONS FOR VERIZON'S**  
8 **POSITION THAT SPRINT SHOULD HAVE SEPARATE TRUNKS**  
9 **FOR EXCHANGE ACCESS TRAFFIC AND LOCAL TRAFFIC?**

10 A. Each and every interconnection agreement Verizon has with facilities-  
11 based CLECs in Florida requires that exchange access traffic be  
12 routed between Verizon and the CLEC on trunks that are distinct from  
13 trunks that carry local traffic between the two entities. If Sprint's  
14 position on this issue is accepted, then Sprint, in its capacity as both  
15 an IXC and as a CLEC, will have the ability to route both exchange  
16 access and local traffic to a Verizon tandem switch on the same trunk  
17 group. Some of this traffic will be ultimately destined for other CLECs  
18 that are also interconnected at the Verizon tandem switch. In such a  
19 case, Verizon will not be able to "separate" the exchange access traffic  
20 destined for a third party CLEC from the local traffic also destined for  
21 that third party CLEC. This will put Verizon in a position of contractual  
22 non-compliance with each and every facilities-based CLEC in Florida  
23 with which Verizon has an interconnection agreement.

24

25

1 **Q. DOES SPRINT-FLORIDA, INCORPORATED PERMIT SPRINT**  
2 **COMMUNICATIONS COMPANY L.P. TO COMBINE MULTIPLE**  
3 **JURISDICTIONS OF TRAFFIC ON THE SAME TRUNK GROUP?**

4 A. No. Sprint-Florida, Incorporated (an ILEC) does not permit Sprint  
5 Communications Company L.P. (a CLEC) to combine multiple  
6 jurisdictions of traffic on the same group. As shown in Exhibit WM-2,  
7 §§ 34.1.1.1 through 34.1.1.2 of the interconnection agreement  
8 between Sprint-Florida, Incorporated and Sprint Communications  
9 Company L.P. require the separation of exchange access traffic onto  
10 its own trunk group. This is standard operating practice for the  
11 strategic business unit of Sprint that operates as an ILEC and is  
12 consistent with Verizon's position in this arbitration.

13

14 **Q. DOES SPRINT THE ILEC PERMIT OTHER CLECS TO COMBINE**  
15 **MULTIPLE JURISDICTIONS OF TRAFFIC ON THE SAME TRUNK**  
16 **GROUP?**

17 A. No. As shown in Exhibit WM-3, §§ 52.1.1.1 though 52.1.1.2 of the  
18 interconnection agreement between United Telephone Company of  
19 Texas, Inc. d/b/a Sprint and Central Telephone Company of Texas  
20 d/b/a Sprint, and Ernest Communications. Inc. require the separation  
21 of exchange access traffic onto its own trunk group - again, a position  
22 that is consistent with Verizon's position in this arbitration.

23

24

25



1 resides within the same local calling area as the originating caller.

2

3 **Q. HOW DOES THE PRICING OF SPRINT OPERATOR SERVICE-**  
4 **ROUTED CALLS RELATE TO THE MULTI-JURISDICTIONAL**  
5 **TRUNK ISSUE?**

6 A. Sprint's simplistic argument for treating these calls as local rather than  
7 exchange access is that because the calls originate and terminate  
8 within the same local calling area, they must be local. As described  
9 above, these calls are indisputably routed over access facilities to get  
10 to Sprint's operator service platform. These calls, therefore, are  
11 exchange access calls because they are transported over exchange  
12 access facilities. The multi-jurisdictional trunk issue is implicated only  
13 if these calls are re-classified as "local." That is, if such calls are re-  
14 classified as local, but are still carried over access trunks, then the  
15 access trunks over which they are routed, by definition, become multi-  
16 jurisdictional in nature, as Sprint has chosen to define that term. Thus,  
17 Sprint creates a multi-jurisdictional trunking issue by seeking to  
18 redefine a subset of exchange access traffic as local.

19

20 **Q. ARE THE SPRINT OPERATOR SERVICE-ROUTED CALLS AT**  
21 **ISSUE EXCHANGE ACCESS CALLS OR LOCAL CALLS?**

22 A. As explained below regarding Issue No. 1, Definition of Local Traffic,  
23 these calls are exchange access calls, and there is no basis to  
24 redefine them as "local" for compensation purposes. If properly  
25 classified as exchange access calls, there is no multi-jurisdictional

1 trunk issue presented by these Sprint operator service-routed calls.

2

3

**ISSUE NO. 1: DEFINITION OF LOCAL TRAFFIC**

4

5 **Q. WHAT IS THE DISPUTE REGARDING THE DEFINITION OF**  
6 **“LOCAL TRAFFIC”?**

7 A. There are really two issues: (1) how to apply the recently released  
8 *FCC Order on Remand, Implementation of the Local Competition*  
9 *Provisions in the Telecommunications Act of 1996; Intercarrier*  
10 *Compensation for ISP-Bound Traffic, Order on Remand and Report*  
11 *and Order in CC Docket Nos. 96-98 & 99-68 (Apr. 27, 2001), which is*  
12 *a legal issue that will not be addressed in my testimony; and, (2)*  
13 *whether Sprint can manipulate the definition of local traffic so that it*  
14 *includes calls originated by a Verizon customer using “1010333+0” or*  
15 *“00-” and delivered by Verizon to a Verizon customer in the same local*  
16 *calling area that are routed through Sprint’s operator service platform.*

17

18 **Q. IN GENERAL, HOW ARE CALLS THAT ARE INITIATED BY**  
19 **DIALING “1010333+0” AND “00-” ROUTED BY VERIZON?**

20 A. If a Verizon customer dials “1010333+0,” or a customer presubscribed  
21 to Sprint long distance dials “00-,” the call travels from the Verizon end  
22 user to the Verizon central office and then up to the Verizon access  
23 tandem, where it is then switched to the Sprint (in Sprint’s capacity as  
24 an IXC) point of presence (“POP”).

25

1 Q. WHAT HAPPENS IF THE PERSON BEING CALLED IS ALSO A  
2 VERIZON CUSTOMER?

3 A. Sprint (the IXC) would route the call off of its interexchange trunks,  
4 through its POP, back to a Verizon access tandem, which would then  
5 route the call to the central office that serves the called Verizon  
6 customer, and finally switch the call to the line that serves the called  
7 end user.

8

9 Q. DOES THIS MEAN THAT SPRINT'S OPERATOR SERVICE-  
10 ROUTED CALLS ARE SWITCHED NUMEROUS TIMES ON BOTH  
11 ENDS?

12 A. Yes, exactly like a standard-dialed long distance call.

13

14 Q. IS THIS AN EFFICIENT WAY TO PROVIDE LOCAL CALLING  
15 SERVICE?

16 A. No. However, Sprint's proposal imposes the costs of this inefficiency  
17 on Verizon.

18

19 Q. DOES VERIZON INCUR COSTS WHEN SWITCHING CALLS  
20 THROUGH ITS ACCESS TANDEMS?

21 A. Absolutely. That is exactly why the FCC allows local exchange  
22 carriers like Verizon to impose exchange access charges on IXCs who  
23 either deliver traffic through their POPs to the local calling area or pick  
24 up traffic via their POPs from the local calling area. Access charges  
25 are assessed differently than reciprocal compensation—the IXC pays

1 the LEC regardless of whether the LEC is originating or terminating the  
2 call.

3  
4 **Q. WHAT ARE THE INDUSTRY STANDARDS RELATIVE TO “00-”**  
5 **AND “101XXXX+0” DIALING PATTERNS?**

6 A. As is shown in Exhibit WM-4, § 3.10 of *BOC Notes on the LEC*  
7 *Networks*, specifies that the result of “00-” and “101XXXX” dialing  
8 patterns should be to route such calls to an IXC. Further, as is shown  
9 in Exhibit WM-5, the Industry Numbering Committee document on  
10 carrier identification code (“CIC”) guidelines, CIC codes (represented  
11 by the “XXXX” in the dialing pattern of “101XXXX”) are used for routing  
12 from the local exchange network to the access purchaser and for  
13 billing between the local exchange carrier and the access purchaser,  
14 *i.e.*, the IXC. Verizon’s position that traffic dialed via “00-” or  
15 “101XXXX+0” is access traffic, and should be compensated as such, is  
16 consistent with these guidelines, as well as Verizon’s Florida access  
17 tariff, from which Sprint has purchased access services (see Exhibit  
18 WM-6, § 6.2.1(D)(8)). The Verizon Florida access tariff is also  
19 consistent with the Florida access tariff of Sprint-Florida, Incorporated  
20 (see Exhibit WM-7, § E6.2.4 A.6).

21  
22 **Q. IS THIS ISSUE UNIQUE TO CALLS DIALED VIA “00-” OR**  
23 **“101XXXX+0”?**

24 A. No. Generally there is nothing to preclude calls dialed via “1+”, or  
25 “101XXXX+1+7/10D” from being routed to the customer’s chosen toll

1 provider even when the dialed number (the "7/10D") is in the same  
2 local calling area as the originating telephone number. Additionally,  
3 the termination point of "800/888" dialed calls may also occur in the  
4 same local calling area as the originating telephone number. In all of  
5 these cases, standard industry practice is for the LECs involved in the  
6 origination and termination of this exchange access service to bill the  
7 IXC pursuant to tariffed access charges.

8  
9 **Q. IS THIS AN ISSUE THAT SHOULD BE ADDRESSED IN AN**  
10 **INTERCONNECTION AGREEMENT MADE PURSUANT TO THE**  
11 **TELECOMMUNICATIONS ACT OF 1996?**

12 **A** No. The Telecommunications Act of 1996 established the duty of all  
13 local exchange carriers to interconnect and establish reciprocal  
14 compensation arrangements for the transport and termination of  
15 telecommunications. In the FCC's *First Report and Order* in CC  
16 Docket No. 96-98, the FCC clarified that § 251(b)(5) of the Act did not  
17 entitle an IXC to receive reciprocal compensation from a LEC when a  
18 call is passed from the LEC serving the caller to the IXC. Reciprocal  
19 compensation applies when telecommunication traffic originates on the  
20 network of one LEC and terminates on the network of another LEC  
21 within the same local calling area. In contrast, as proposed by Sprint,  
22 the contract provisions that encompass Issues 1 and 2 envision a call  
23 that is originated by a Verizon end user, routed to Sprint over access  
24 facilities so that Sprint can provide an operator service, and  
25 subsequently routed back to Verizon for call termination within the



1 same local calling area of the originating caller. Since these calls do  
2 not involve the origination and termination on different LEC networks,  
3 by definition, this arrangement does not constitute interconnection or  
4 give rise to the duty to establish reciprocal compensation as provided  
5 for in Section 251 of the Act. In short, these calls are not local calls  
6 and should not be addressed in an interconnection agreement that  
7 addresses local market competition.

8

9 **Q. HAVE OTHER STATE COMMISSIONS ADDRESSED THIS ISSUE?**

10 A. Yes. In fact, Sprint has lost this argument three times already, in  
11 Massachusetts, Pennsylvania and California. The rationale applied by  
12 the Massachusetts Department of Telecommunications and Energy is  
13 directly applicable here:

14 Next, we address the issue of whether reciprocal  
15 compensation rates should apply when Sprint  
16 routes local calls through its long distance  
17 facilities. This issue affects a small percentage of  
18 calls, specifically those calls in which a Verizon  
19 customer uses a Sprint dial-around option to place  
20 a call to another Verizon customer in the same  
21 local calling area. The question, therefore, is  
22 whether Sprint should pay reciprocal  
23 compensation or exchange access rates when  
24 Verizon terminates such calls . . . . It is clear that  
25 the situation addressed in this dispute does not

1 fall within the limits of reciprocal compensation as  
2 defined by the FCC. Because Sprint is not the  
3 originating carrier for calls between two Verizon  
4 customers who use a Sprint dial-around  
5 mechanism, the Department finds that Sprint is  
6 not entitled to pay reciprocal compensation rates.  
7 Therefore, the Department agrees with Verizon  
8 that Sprint is required to pay applicable access  
9 rates when it handles such calls through dial-  
10 around methods.

11 *In re Petition of Sprint Communications, L.P., pursuant to Section*  
12 *252(b) of the Telecommunications Act of 1996 for Arbitration of an*  
13 *Interconnection Agreement between Sprint and Verizon, MA, Docket*  
14 *No. 00-54, Order, at 10-11 (Mass. D.T.E., Dec. 11, 2000) (footnotes*  
15 *omitted); see also In the Matter of the Petition of Sprint*  
16 *Communications Co., L.P., for Arbitration of Interconnection Rates,*  
17 *Terms, Conditions, and Related Arrangements with Verizon California,*  
18 *dba GTE California Inc., Dec. No. 01-03-044, at 6-8 (Cal. P.U.C., Mar.*  
19 *15, 2001). Petition of Sprint Communications Company, L.P. for an*  
20 *Arbitration Award of Interconnection Rates, Terms and Conditions*  
21 *Pursuant to 47 U.S.C. § 252(b) and Related Arrangements With*  
22 *Verizon Pennsylvania, Inc., Docket No. A-310183F0002, Opinion and*  
23 *Order, at 43-50, 67-78 (Penn. P.U.C., October 12, 2001).*

24  
25 **Q. PLEASE SUMMARIZE WHY SPRINT'S POSITION IS**

1           **UNREASONABLE.**

2    A.    There are two basic reasons.  First, these are not local calls and  
3           reciprocal compensation is simply unavailable.  The FCC clearly states  
4           in 47 C.F.R. § 51.701(e) that reciprocal compensation is payable only  
5           for traffic that originates on the network of one carrier and terminates  
6           on the network of a different carrier.  *Here, the traffic is both originating*  
7           *and terminating on Verizon's network.*  By definition, reciprocal  
8           compensation does not apply.  Second, Verizon is entitled to collect  
9           access charges for calls Verizon originates or terminates in the  
10          provision of exchange access service to IXCs.  Under Sprint's plan,  
11          Verizon would collect only the much lower reciprocal compensation  
12          rate for incoming calls, and would not collect *anything* for outgoing  
13          calls.  Section 251(g) of the Act prohibits any alteration of the access  
14          regime in existence at the time of the Act until access reform is  
15          complete.  Sprint's proposal would do just that.

16

17   **Q.    SO HOW DOES VERIZON PROPOSE THESE CALLS BE**  
18           **CHARGED?**

19    A.    Like they have always been—at switched exchange access rates.  
20           That is how Verizon has been billing the calls for the past fifteen years,  
21           even when a dial-around customer was just calling the person next  
22           door.

23

24   **Q.    DOES THIS CONCLUDE YOUR TESTIMONY?**

25    A    Yes.

# **EXHIBIT WM-1**

To: smtp[<paul.reed@openmail.mail.sprint.com>]  
From: William Munsell@CPM.CNAS@TXIRV  
Cc: smtp[<bryant.smith@openmail.mail.sprint.com>]  
Subject: RE: fwd: Super Trunk Group  
Attachment: BEYOND.RTF  
Date: 5/1/00 5:01 PM

Bryants answer is what I expected, in that is all I think anyone could do. However, while my questions were in the format of how Sprint would selectively record, they are also relevant to how Sprint will selectively delete. There will be nothing unique on the CC 119 records which Sprint records to identify an IXC call from a LEC call. Since it is a Super Trunk Group, there is only one T.G. --- can't use that to differentiate. The To number is one of Sprints numbers -- that sure does not help distinguish an IC call from a LEC call. Which leaves the from number -- and especially with intraLATA toll, the from number being in the same LATA as the To number does not tell you who carried it.

I was working on incorporating the changes to the new base contract this weekend and it is going slow, but good. There are alot of places in the interconnection article which the super trunk group impacts. If we cannot agree to the previous language I will have to use GTE's original position (on trunking) as GTE language (double underline), and the (new) Sprint language as Sprints position (bold).

Bill Munsell  
Manager-Interconnection Negotiations  
PH: 972/718-8941  
FAX: 972/718-1279  
Internet: william.munsell@telops.gte.com

From: "Paul Reed" <Paul.Reed@mail.sprint.com>, on 5/1/00 4:30 PM:  
To: William Munsell@CPM.CNAS@TXIRV  
Cc: smtp[<bryant.smith@openmail.mail.sprint.com>]

Bill,

The following is the information Bryant provided me:

Here is our response to Bill's question regarding recip/comp and his concern about record exchange for IXC traffic. Sprint uses a system processing to identify the duplicate IXC terminating access messages and drop them from further processing. They are NOT included for meet point billing processes i.e. no 1150 records will be created from them and returned to GTE.

Let me know if you have questions.

Paul D. Reed  
Sprint - Local Market Integration  
Voice 913-534-6109  
Fax 913-534-6817  
PCS (pager) 913-269-4564  
paul.reed@mail.sprint.com

-----Original Message-----

From: william.munsell [mailto:william.munsell@telops.gte.com]  
Sent: Friday, April 28, 2000 2:59 PM  
To: Reed, Paul  
Subject: fwd: Super Trunk Group

Paul, below is a technical issue that I had relayed.

The meet point "operational" issue I'll describe below:  
In meet point billing of switched access, who creates the access record depends on the direction of the switched access -- it is always the first point of switching. For tandem routed (and that is what MPB applies to), in the terminating direction it is the tandem company, and in the originating direction it is the end office company. Under the guidelines, the tandem company provides the end office company with 1101 (detailed) access records of the terminating usage. The end office company summarizes the orig. & term. switched access into 1150 records and returns 1150 records to the tandem company. Each company bills the IC from the 1150 records.

If we have a super trunk, I expect Sprint will create terminating records for usage going to the Sprint switch from the GTE tandem (for recip comp purposes). How will Sprint not create terminating records for IC usage on this single trunk. I do not believe there is anything in the signaling stream which allows Sprint to identify this as IC usage (CIC is not signaled in the terminating direction), and therefore selectively record.

GTE is not willing to enter into interconnection arrangements which jeopardize access revenues, and unless Local is B&K (we do not record), I am not aware of how the super trunk group does not jeopardize access billing.  
Do you know whether BA will allow this? My information says they do not

Bill Munsell  
Manager-Interconnection Negotiations  
PH: 972/718-8941  
FAX: 972/718-1279  
Internet: william.munsell@telops.gte.com  
----- Original Text -----

From: William Munsell@CPM.CNAS@TXIRV, on 10/15/99 1:05 PM:  
To: smtp[ <paul.reed@openmail.mail.sprint.com > ]  
Cc: Casey Berndt@RE.LTSP.BHQE,Gavin Hill@GC.CSRM

Paul, I have been doing some research since our 10/13 call relative to super trunk groups. First I looked at some Bellcore white papers on the subject, but they primarily address the situation where the IXC has a CLEC entity, and both of those entities want to utilize a common trunk group. I do not believe that is what Sprint has been proposing. To get us on the same track, my understanding is that what Sprint wants is for Telephone Exchange traffic (local, EC-Toll), and Exchange Access (routed to IC's) to be routed from Sprints Class 5 end office to GTE's tandem on a common (single) trunk group.

Given this understanding, there is the technical problem with that.

The trunk group for Telephone Exchange traffic is set up as a FGC trunk group (no CIC signalled/expected) with FGD recording (i.e., we each create terminating 119 records on our end of it). The trunk group for Exchange

Access is set up as FGD (CIC is signalled/expected on originating calls).

Outside of installing a signalling monitoring package like HP AcceSS7, the

FGD trunk does not allow terminating 119 records to be created. In other

words, if we combined this traffic on one trunk group, some with FGC signalling and some with FGD signalling, the switch generics do not allow

either party to create terminating 119 records on their end of the trunk

group. We would be back to the Bill and Keep on Local, and ITAC for toll alternative that I spoke of.

I just had this nagging suspicion that there was more to this than I was

remembering on Wednesday.

Bill Munsell  
Manager-Interconnection/Negotiation  
972/718-8941  
Internet: william.munsell@telops.gte.com

# **EXHIBIT WM-2**





**MASTER INTERCONNECTION AGREEMENT  
FOR THE STATE OF FLORIDA**

*March 30, 2000*

*Sprint Communications Company L.P.*

*and*

*Sprint – Florida, Incorporated*



transition all one-way trunks established under this Agreement.

34.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

34.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

34.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.

34.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

34.1.1.4. Separate trunk groups will be utilized for connecting CLEC's Operator Service Center to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.

34.1.1.5. Separate trunk groups will be utilized for connecting CLEC's switch to Sprint's Directory Assistance center in instances where CLEC is purchasing Sprint's unbundled Directory Assistance service.

#### 34.2. Point of Interconnection

34.2.1. Point of Interconnection (POI) establishes the physical point for the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC should have one POI per end office in each Sprint LATA. CLEC should have at least one POI per Sprint LATA.

34.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

34.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation

# **EXHIBIT WM-3**



**MASTER INTERCONNECTION AND RESALE AGREEMENT  
FOR THE STATE OF TEXAS**

*May 22, 2000*

*Ernest Communications, Inc.*

*and*

*United Telephone Company of Texas, Inc. d/b/a Sprint;  
Central Telephone Company of Texas d/b/a Sprint*

## PART F INTERCONNECTION

### 52. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

52.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

52.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

52.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

52.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.

52.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

### 52.2. Point of Interconnection

52.2.1. Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC must establish at least one POI per Sprint local calling area.

52.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

52.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation

# **EXHIBIT WM-4**

Additional details of dialing procedures available for use with FGD are shown in Tables 3-8 through 3-10. Further information pertaining to FGB access can be found in *Feature Group B, FSD 20-24-0300, TR-TSY-000698*.<sup>8</sup> FGD access information can be found in *Compatibility Information for Feature Group D Switched Access Service, TR-NPL-000258*,<sup>9</sup> and *Expansion of Carrier Identification Code Capacity for Feature Group D (FGD), TR-NWT-001050*.<sup>10</sup>

### 3.10 Operator Assistance

Callers reach the LEC operator by dialing 0 (zero). To reach the presubscribed interexchange operator carrier, 00 (zero zero) is dialed, where available. A presubscribed customer should also be able to dial 10XXX + 0 to reach an alternate IC operator facility. In nonequal-access end offices, 00 can be routed either to the LEC operator facility, to a single IC's operator facility, or it can be blocked.

### 3.11 International Direct Distance Dialing

There are three major types of carriers involved in international calling.

- *International Carriers (INCs)* transport the call between a United States gateway and a foreign country where the INC connects to the applicable foreign telephone entity.
- *Interexchange Carriers (ICs)* provide call transport from the originating LATA to the INC gateway office.
- *Interexchange/International Carriers (IC/INCs)* provide both domestic interLATA transport and international transport.

On most international calls, both ICs and INCs are involved, which implies that two carriers are selected by a single CAC.

- A single carrier (IC/INC) provides both interLATA and international transport and uses a single CAC that includes both.
- An IC and an INC, having separate CACs, can agree to handle each other's traffic. A customer placing an International Direct Distance Dialing (IDDD) call could use either carrier's CAC. The interLATA portion would be handled by the IC and the international portion would be handled by the INC.

An IDDD caller is not able to independently specify both an IC and an INC for an international call. Except in the case of a carrier that provides both functions, the caller will specify either the IC or INC of choice. The other carrier (INC or IC, respectively) involved will be the result of a prearranged business agreement.

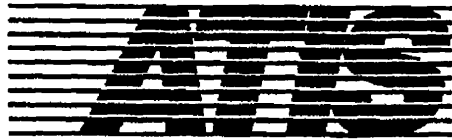
# **EXHIBIT WM-5**



**CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES**

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Docket No. 010795-TP  
Direct Testimony of William Munsell  
Exhibit WM-5  
FPSC Exhibit \_\_\_\_\_  
October 23, 2001  
Page 1 of 14



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A forum of the Carrier Liaison Committee

1200 G Street NW  
Suite 500  
Washington DC 20005  
[www.atis.org](http://www.atis.org)

**CARRIER IDENTIFICATION CODE  
ASSIGNMENT GUIDELINES**

These guidelines are reissued in connection with the  
resolution to INC Issues 196 and 198.

**CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES**

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**CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES:**

**1.0 INTRODUCTION**

**1.1 Purpose**

This document describes guidelines for the assignment of Carrier Identification Codes (CICs) in the North American Numbering Plan (NANP) area and is a product of industry consensus reached under the aegis of the Industry Numbering Committee (INC) which is a standing committee of the Carrier Liaison Committee (CLC). The document will be maintained by the INC which will, therefore, be responsible for the determination of any necessary changes or updates. These guidelines do not detract from the ability of an appropriate governmental or regulatory agency to exercise authority over any and all issues herein. These guidelines and future changes to these guidelines will be submitted to the agencies for their review. In addition, it should be understood that these guidelines supersede any previously issued CIC assignment guidelines.

These guidelines have been formulated with consideration of the following two legitimate needs. First, the recognition that the CICs represent a finite resource and should, therefore, be used efficiently and conserved to the extent possible; and second, that their prudent use is inherent in the provision of telecommunications services. Therefore, the guidelines should offer the greatest latitude in the provision of telecommunication services, while maintaining the effective management of a finite resource.

The assignment practices detailed in these guidelines apply to the assignment of CICs made directly by North American Numbering Plan Administration (NANPA) to a specific entity. (See Section 2.2 for CIC application procedures). Therefore, the maximum number of CICs an entity may be assigned under these guidelines pertains to the number of CICs the administrator may directly assign to that entity. Accordingly, codes obtained via means other than direct assignment by the NANPA are outside the scope of these assignment guidelines and hence, are not included in the maximum code assignment limits. The requirements specified in these guidelines will apply to all CICs (e.g., the access and usage requirements for retaining CICs) regardless of the manner through which an entity obtained a code.

**1.2 Definition, Use and Background of CICs**

CICs provide routing and billing information for calls from end users via trunk-side connections to interexchange carriers and other entities. Entities connect their facilities to access provider's facilities using several different access arrangements, the common ones being Feature Group B (FG B) and Feature Group D (FG D). CICs were introduced in 1981 as 2-digit codes then were expanded to 3-digit codes in 1983. At that time CICs were assigned from a single pool of numbers serving both FG B and FG D access. Initially, entities could be assigned up to a maximum of three CICs, a

**CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES**

primary and two supplemental CICs. When it was recognized that the supply of 3-digit CICs would eventually exhaust, the ICCF developed a plan to expand the resource to 4 digits, i.e., CIC expansion. In 1989, when the 700th CIC was assigned, industry agreements limited assignments to one per entity to prevent exhaust before completion of CIC expansion.

CIC expansion was planned for implementation in two phases. Phase 1 was completed on April 1, 1993, at which time FG B and FG D CICs were split into two separate assignment pools. In addition, the FG B resource was expanded from 3 to 4 digits. FG D CICs continued to be assigned in the 3-digit format until exhaust which signaled the start of Phase 2. Phase 2 of CIC expansion was completed on April 1, 1995 when FG D CICs were expanded to 4 digits. Existing 3-digit FG D CICs were converted to 4 digits by prepending a "0" in front of the CIC. After Phase 1 but before Phase 2 CIC expansion, entities could, if requested, reserve a 4-digit FG D CIC that matched the assigned 4-digit FG B CIC, which would be assigned when 4-digit FG D CICs became available. These guidelines have been modified to reflect the completion of CIC expansion and the availability of 4-digit CICs.

For the purposes of these guidelines, CICs are 4-digit numeric codes which are currently used to identify customers who purchase Feature Group B (FG B) and/or Feature Group D (FG D) access services.<sup>1</sup> These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC (Local Exchange Carrier) and the access purchaser.

CICs referred to in these guidelines are those assignable by the CIC administrator.

In addition to those CICs assignable by the CIC administrator, there are 200 four digit CICs, numbers 9000-9199, designated for intranetwork use and are therefore unassignable. These CICs are 1) intended for intranetwork use only, 2) not intended to be used between networks, 3) not intended to be dialable by end users as a CAC (defined in this section). Use of the 200 unassignable CICs is at the discretion of each network provider and will not place requirements on other network providers.

CICs exist in the public domain, and as such, are a public resource. Assignment of a CIC to an entity in no way implies or infers ownership of the public resource by the entity. Consequently, the resource cannot be sold, brokered, bartered, or leased for a fee or other consideration. If a resource is sold, brokered, bartered or leased for a fee, the resource is subject to reclamation by the administrator. The availability of CICs will

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<sup>1</sup> For purposes of these guidelines "access services" includes the purchase of trunk access for FG B or D, and, in the case of FG B, translations access (where available). Although LECs are not formal "purchasers" of FG B or FG D access, these guidelines do not preclude LECs from being assigned CICs.

## **CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES**

be monitored by the CIC administrator who will report on the continued assignment of this public resource on a regular basis to the FCC and the INC.

In addition to the use of CICs by the LECs for routing and billing of access, the CIC comprises part of the Carrier Access Code (CAC), a dialing sequence used by the general public to access a preferred provider of service.

Specifically, the CAC can be in the following formats:

- For FG B, the CAC is in the format 950-XXXX, where XXXX is the FG B CIC.

For FG D, the CAC is dialed using a 7-digit format (101XXXX), where X = 0 through 9.

### **1.3 Definition of an Entity**

CICs are assigned to entities that purchase FGB or FGD access, FGB translation access or are LECs. For purposes of these guidelines, an entity will be defined as follows.

- An entity is defined as a firm or group of firms under common ownership or control.

Franchise operators are those individuals, groups, or firms granted the right or license to market a company's goods or services in a particular area. As there is a commonality of economic interest in marketing conditions normally imposed on a franchise operator by the franchiser, these industry guidelines treat the franchiser as the relevant entity and not each individual franchise operator. The franchiser is eligible for CICs assigned to an entity up to the maximum number as determined by these guidelines. The franchise operators operating under the common franchise may each use the CICs under the guidance of the franchiser. On the assumption that franchise operators are operating in different territories, as may be dictated by the franchiser, no technical limitation on access service exists due to this CIC limit.

### **1.4 Administration of CICs and CIC Usage Reporting**

The assignment and management of CICs will be administered by the North American Numbering Plan Administrator (NANPA). At the direction of the NANPA, the access providers and the entities who are assigned CICs will be requested to provide access and usage information to the NANPA, on a semi-annual basis to ensure effective management of the CIC resource. (Holders of codes may respond to the request at their own election). LEC and entity reports shall be submitted to NANPA no later than January 31 for the period ending December 31, and no later than July 31 for the period ending June 30.

## **CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES**

NANPA will use this information, not only to effectively manage the use of CICs, but also to advise the industry as to the level of assignments, and to alert the industry to any concerns, such as the potential for code exhaust.

Further detail regarding these reports, including the suggested format and the address to which they should be submitted, is contained in the "Reports" section of these guidelines.

### **1.5 The CIC Pools**

FG B and FG D CIC resources are assigned from two separate assignment pools. One pool contains the four-digit FG B resource; the other pool contains the four-digit FG D resource.

The FG B CIC format provides a pool of 9,000 codes. (Note: Only 9000 four digit FG B CICs are available for assignment because switches do not differentiate between CICs in the 0XXX and 1XXX ranges. If, in the future, changes in technology allow the distinction between 4 digit FG B CICs of the form 0XXX and 1XXX, separate assignment of those CICs will be considered). THE FG D CIC format provides for a pool of 10,000 codes.

FG B and FG D assignments are made separately. Accordingly, an entity whose needs demand the use of FG B access only will be assigned a FG B CIC.

### **1.6 Four Digit FG B CICs**

Four-digit FG B assignments are made from a single specific 1000s block. The first 1000s block from which four digit FG B CICs are assigned is the 5000s block, followed by the 6000s block. The selection of the 5000s and 6000s block permits matching assignments to four digit FG D codes. Subsequent assignments will be made from the remaining blocks of numbers which will be opened sequentially, starting with the 2000s block, i.e., 2000, 3000, 4000, 7000, etc. Opening of subsequent thousand blocks is dependent solely upon the exhaust of the current available FG B CIC resource.

The NANPA will monitor CIC assignments and usage and provide reports to the CLC and INC indicating the level of assignment and projecting the time of exhaust of the current pool of FG B CICs semi-annually or as requested based on the then current assignment rate. The NANPA will formally notify the industry 2-1/2 years prior to the need for the next 1000s block of FG B CICs. Actual assignment of the new FG B 1000s block will begin six months before the projected exhaust of the current FG B CIC pool. The industry will review the need, in the future, to continue to restrict assignment of FG B CICs to specific 1000s blocks. The industry will determine if, when technically practicable, this restriction will be lifted, and FG B four digit assignments will be available from the full range of (9,000) FG B CICs.

## **CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES**

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### **1.7 Four-Digit FG D CICs**

At the time FG D CICs were expanded to four digits, a permissive period was established which permitted the use of both the 10XXX and 101XXXX CAC dialing formats. During this permissive period, four-digit FG D CICs began to be assigned in the 5000 and 6000 number blocks. (Note: Per CC Docket No. 92-237 Declaratory Ruling (98-828) Released May 1, 1998, the permissive dialing period ended on September 1, 1998.)

In the future, it is the intent of the industry to open all four digit FG D 1000s blocks for assignment. The industry will review this intention to verify if all four digit FG D codes will be made available for assignment, or if it is necessary to restrict such availability to specific 1000s blocks.

### **2.0 ASSIGNMENT PRINCIPLES**

NANP resources, including those covered in these guidelines, are collectively managed by the North American telecommunications industry with oversight of the North American federal regulatory authorities.

The NANP resources are considered a public resource and are not owned by the assignees. Consequently, the resources cannot be sold, brokered, bartered, or leased by the assignee for a fee or other consideration.

If a resource is sold, brokered, bartered, or leased for a fee, the resource is subject to reclamation by the Administrator.

#### **2.1 General**

Entities purchasing FG B or FG D trunk access or FG B translations access will be assigned a CIC from the appropriate pool. A request for FG B or FG D access must have been made before an entity's request for the issuance of a CIC will be considered. Assignments will be made consistent with all regulatory directives such as the standing FCC mandate which directs that access be available to all customers, not only traditional carriers. CICs will be assigned on a North American Numbering Plan area basis; i.e., there will be no duplicate assignments segregated by geographic region and, therefore, an entity can use the assigned code throughout the North American Numbering Plan area.

## CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

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### 2.2 Procedures for Obtaining a CIC Assignment

An entity should use the following procedure when requesting a CIC assignment.

- a) Complete the CIC Application Form. One application form is required per CIC request. The CIC applicant will complete all required entries on the CIC Application Form to the best of his/her knowledge and sign the form.
- b) Contact an access provider, i.e., the local exchange carrier, and request the assignment of a CIC. The CIC application form must be presented to the access provider when requesting access service.
- c) Place a valid order for FG B or D trunk access service, or FG B translations access service, where available, (depending on the type of CIC being requested) with the access provider, indicating in order of preference, three CIC choices.\*
- d) Provide to the access provider a list of all CICs currently held by the entity (see Section 1.3 for definition of entity), indicating the name of the firm(s) holding the CIC(s) if other than the entity applying for the CIC.

After receipt of a request for a CIC, the access provider will apply to NANPA for a CIC on behalf of the entity, attaching a copy of the written request for access service and the CIC Application Form. NANPA will assign a CIC within 10 working days of receipt of a CIC request from the access provider, and notify the access provider and the entity in writing of the assignment using the CIC Assignment Form. Entity code preference will be honored to the extent possible, and assignments will be made in the order the requests are received.

LECs should apply directly to NANPA for the assignment of CICs and are subject to the CIC assignment principles contained in these guidelines as other entities.

### 2.3 Assignments for IRCs and INCs

International Carriers (INCs) and International Record Carriers (IRCs) will be assigned CICs from the same resource pool as all other access customers. That is, there will be no special block of CICs reserved for code assignments to either INCs or IRCs.

There will be no specific allocation of codes for international services of an entity engaged in both domestic and international carriage.

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\* A request for a CIC may be made by an entity or its authorized agent.



**CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES**

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**2.4 Reservation of Codes**

There will be no reservation of CICs. Rather, CICs will be assigned on a first come, first served basis, as FG B or D access service, or FG B translations access service is ordered.

**2.5 Matching of FG B and FG D CICs**

An entity purchasing both FG B and FG D may request the same FG B and FG D code, however, there is no guarantee that the same CICs for FG B and FG D service will be available. NANPA will, however, make every effort to assign matching FG B and FG D CICs when requested to do so, given that such matching codes are available.

**3.0 MAXIMUM NUMBER OF CODES**

**3.1 Four-Digit CIC Assignment Practices**

A maximum of 5 FG B CICs and 6 FG D CICs will be assigned per entity. Entities holding greater than the maximum allowed CICs are encouraged to make a good faith effort to return those codes to the NANPA.. (See also Section 4.3).

**3.2 Special Use Code Assignments**

It is recognized that extraordinary and infrequent technical constraints in access provider's networks may arise where an entity, whose intent was to offer a service without the use of a CIC, is required to use a CIC. If the entity and the access provider agree that a CIC assignment is warranted because of such a technical constraint, and both parties also agree that no available technical alternative exists to provide the proposed service, the access provider and the entity will submit a jointly signed letter to the NANPA certifying the need for a special use CIC and requesting the assignment of a "special use" CIC.

This "special use" code assignment procedure can take place prior to, or after, an entity reaches the maximum assigned limit of CICs. The "special use" CIC assignment from the NANPA is NOT counted in the assigned CIC total of the entity or the access provider. The NANPA will notify the INC of special use code assignments.

If an alternative to the use of a CIC subsequently becomes available (i.e., there is no longer a technical constraint in the access provider's network), the voluntary return of the "special use" code is encouraged (see Section 4.3). Moreover, if, after it has been established that there exists a technical alternative to the use of the code, and the entity chooses not to return it, the CIC is counted against the limit of assignable codes.

## CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

An entity can be assigned a maximum of two "special use" CICs. It is expected that such codes will be required infrequently and that few "special use" codes will be assigned. The INC will review the category of "special use" CICs annually, but will meet at the time the NANPA assigns the second "special use" code to a specific entity in order to examine the needs which required the assignments and, if necessary, to consider a change to the assignment limits.

### 3.3 CIC Limit Review

The number of CICs assignable per entity will be reviewed, as determined by the industry. This could be initiated through the introduction of an issue at the INC. It is intended that these reviews investigate the potential for further expansion of the number of codes per entity.

## 4.0 DISPOSITION OF CODES

### 4.1 Requirement for Code Retention

It is expected that CICs, when assigned, will be placed in service within a reasonable time. Specifically, access service associated with the CIC must be obtained, and the CIC must show usage. Absent such service and usage, a reclamation process will be initiated consistent with Sections 4.2 and 6.0.\* CIC assignees shall submit to NANPA a certification that the required access was obtained and the date the access was activated (see CIC Activation Form).

### 4.2 Requirement for Access

If the CIC Activation Form is not received by NANPA, thereby indicating that access service associated with a CIC has not been established within four months of the date of code assignment, the NANPA will inquire regarding the status of the CIC and, if appropriate, a certified letter will be sent to the entity initiating the reclamation process. The letter will state that the NANPA intends to reclaim the CIC at the end of a 60-day period if access service has not been established. The entity will also be notified by letter if the code assignment is withdrawn.

Any code reclaimed will be made available for assignment by the NANPA after an idle period of at least six months.

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\* Reclamation Process: The procedure whereby NANP administration, as maintenance agent for the CIC assignment guidelines, recovers codes which do not meet the requirements specified in the guidelines. (Note: NANP administration has the responsibility to attempt to recover numbering resources, especially unused numbering resources, as the situation requires. These guidelines confer no enforcement authority. Actual enforcement authority resides with the appropriate governmental or regulatory body.)

## CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

### 4.3 Voluntary Return of CICs

The voluntary return of CICs that are no longer needed by an entity is encouraged. Please contact the NANPA to arrange for return.

Any code returned by an entity will be made available for assignment by the NANPA after an idle period of at least six months.

## 5.0 ENTITLEMENTS

### 5.1 Code Use

Assignment of a CIC provides the "right" to use and retain the CIC consistent with these guidelines, to promote the use of the CIC as part of the carrier access code (CAC) for end user dialing, and to transfer the code to another entity as described in Section 5.2. Franchise operators do not retain any right to the CICs if the franchiser ceases operation or determines that its CICs are no longer required.

### 5.2 Transfer of CICs

The assignment of a CIC does not imply ownership. Although not a formal asset of an entity, a CIC may be transferred to another entity through merger or acquisition as long as the CIC is in use, i.e., FG B or FG D access is being reported or can be verified by an access provider. The NANPA must be informed of such transfers to ensure that an accurate record of the entity responsible for the CIC can be maintained, and that the guideline requirements are satisfied. Such requirements include those associated with the retention of CICs, and transferred CICs will be subject to reclamation as are any other codes.

The entity requesting the transfer of a CIC from the assignee of record must provide written documentation that supports the transfer of a code, i.e., written agreement from the assignee of record or evidence of merger/acquisition of the assignee's company by the requester.

## 6.0 RECLAMATION PROCEDURES

### 6.1 Assignee Responsibility

The entity to which a CIC has been assigned shall return the CIC to its administrator if:

- It is no longer needed by the entity for the purpose for which it was originally assigned
- The service it was assigned for is discontinued, or

**CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES**

- The CIC was not used or activated within the activation timeframe specified in these guidelines.

In the latter case, the assignee may apply to the administrator for an extension date. Such an extension request must include the reason for the delay and a new activation time commitment.

**6.2 Administrator Responsibility**

- The CIC administrator will contact any CIC assignee(s) identified as not having returned to the administrator for reassignment of any CIC:
  - Assigned, but no longer in use by the assignee(s),
  - Assigned to or associated with a service no longer offered,
  - Assigned, but not activated within the activation timeframe specified in these guidelines, or
  - Assigned but not used in conformance with these assignment guidelines.

The administrator will seek clarification from the assignee(s) regarding the alleged non-use or misuse. If the assignee(s) provides an explanation satisfactory to the administrator, and in conformance with these assignment guidelines the CIC will remain assigned. If no satisfactory explanation is provided, the administrator will request a letter from the assignee(s) returning the assigned CIC. If a direct contact can not be made with the assignee(s) to effect the above process a registered letter will be sent to the assignee(s) address of record requesting that they contact the administrator within 30 days regarding the alleged CIC non-use or misuse. If the letter is returned as non-delivered the administrator will advise the INC that the CIC will be made available for reassignment following the established idle period, if any, unless the INC advises otherwise within 30 days.

- The CIC administrator will refer to the INC for resolution any instance where a CIC has not been returned for reassignment by the assignee if:
  - The CIC has not been activated within the activation timeframe specified in these guidelines, or
  - A previously activated CIC is not now in use.
  - An activated CIC is not being used in accordance with these assignment guidelines.
- If a CIC is not activated within the activation timeframe specified in these guidelines and the administrator determines, by discussion with the CIC assignee(s), that the reason for the non-activation is not within the control of the assignee(s), the administrator may extend the activation date by up to 90 days.

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- The CIC administrator will receive, process and refer to the INC for resolution any application from CIC assignees for an extension on an activation date when the:
  - Activation has not occurred within the 90-day extension,
  - Administrator believes that the activation has not occurred due to reason within the assignee's control, or
  - Assignee requests an extension in excess of 90 days.

Referral to INC will include the offered reason why the extension is requested, a new proposed activation date, and the administrator's recommended action.

The CIC administrator will make all returned CICs available for assignment following the established idle time, if any.

### 6.3 INC Responsibilities

The INC will:

- Accept all referrals of alleged non-use or misuse of CICs -
  - Investigate the referral,
- Review referrals in the context of current assignment guidelines,
- Attempt to resolve the referral, and
- Direct the CIC administrator regarding the action, if any, to be taken.

Absent a consensus resolution of the referral or non-compliance to the resolution by the CIC assignee, the case will be referred by INC via the CLC process, to the appropriate regulatory body for resolution.

## 7.0 CONSERVATION

### 7.1 The Need for a Conservation Mode

Conservation involves efforts to preserve the availability of codes. A conservation mode and the restrictive assignment policies associated with it slows the assignment rate, conserves the dwindling resource, and allows the industry time to circumvent the possibility of exhaust.

The assignment level at which a conservation mode is invoked, therefore, must provide adequate time for the industry to plan for the accommodation of additional entities, develop and publish the necessary associated technical documentation describing the plan, provide the necessary software/hardware modifications to the necessary network elements, and deploy those modifications throughout the nation. It is estimated that these efforts require at least five years.

## CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

### 7.2 A Conservation Mode for the Four-Digit CIC Environment

A detailed conservation plan for the four-digit CIC environment is not to be described in these guidelines. Rather, the NANPA, as administrator of CIC assignments, will monitor the assignment rate and level, predict the potential for exhaust, and report its findings to the industry. With this information supplied by the NANPA, the industry can determine the need for a formal conservation mode and its associated measures.

Those measures might include restrictions on the maximum number of code assignments per entity, an aggressive effort, beyond that already in place, for code reclamation, and the convening of a CLC sponsored committee to begin the necessary planning to accommodate the need to assign more than 9,000 FG B and/or 10,000 FG D CICs.

### 8.0 GLOSSARY

**CAC (Carrier Access Code)** - The sequence an end user dials to obtain access to the switched services of a carrier, e.g., 101XXXX.

**CIC (Carrier Identification Code)** - A numeric code that uniquely identifies each carrier. These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC and the access purchaser.

**FG B (Feature Group B)** - A type of access arrangement that provides trunk-side access to the interexchange carrier. FG B callers reach an interexchange carrier's facility for transport of their inter-LATA call by dialing the carrier access code 950-XXXX.

**FG B translations access** - FG B access configurations where installation orders are such that only translation software changes are required. For example, Entity 1 refers to the entity which desires to have its FG B traffic associated with a particular Carrier Identification Code routed to another entity. Entity 2 refers to the entity with trunk access to which Entity 1's traffic is routed. Translations access allows the routing of Entity 1's traffic to the trunks of Entity 2 via a translation software change.

**FG D (Feature Group D)** - A type of access arrangement that permits subscribers to presubscribe to or select, on a per-call basis, a specific interexchange carrier for transport of their inter-LATA calls. To use the presubscribed carrier for a call, the subscriber need only dial the destination directory number. To override the terminal's presubscription on a per-call basis and choose an alternative interexchange carrier, 101XXXX + 0 or 1 +10 digits must be dialed.

**INC (Industry Numbering Committee)** - A standing committee of Carrier Liaison Committee (CLC). INC was formed to provide an open forum to address and resolve industry-wide issues associated with the planning, administration, allocation, assignment

# **EXHIBIT WM-6**

GTE FLORIDA  
INCORPORATED

FACILITIES FOR INTRASTATE ACCESS

6. SWITCHED ACCESS

6.2 Description of Switched Access (Continued)

6.2.1 Descriptions of Feature Groups (Continued)

(D) FGD (Continued)

- (6) FGD, when being used in the terminating direction, may be used to access valid NXXs in the FGD Access Area. If the FGD connection is made directly to an end office the Access Area is that of that end office only. If the FGD connection is made to an access tandem, the Access Area is all end offices subtending that access tandem that have FGD capabilities. When the customer wants access to all end offices subtending that access tandem (both equal access and non equal access) a single FGD trunk group may be used. Traffic terminating at a non equal access end office using a FGD trunk group will be ordered as FGB or FGC and billed at FGB or FGC rates. Separate trunk groups for the combined use of FGD and FGB or FGD and FGC are not required. The description of any FGD Access Area will be provided to the customer upon request. FGD may also be used in the terminating direction to access information services (e.g., time and temperature) and other services by dialing the appropriate codes when the services can be reached using valid NXX codes.
- (7) A separate trunk group will be established based on directionality (i.e., originating only, terminating only, or two-way traffic) of the FGD arrangement provided.
- (8) The access code for FGD is a uniform access code of the form 101XXXX. No access code is required if the end user's Telephone Company local service is arranged for Primary Interexchange Carrier (PIC) arrangement as set forth in 13.5 to the same customer. The number dialed by the end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a five to twelve digit number may be dialed. The form of the numbers dialed by the end users is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the International Direct Distance Dialing Arrangement (IDDD) is provided, 01 + CC + NN or 011 + CC + NN. When the 101XXXX access code is used, FGD also provides for dialing the digit 0 for access to the customer's operator, or the end-of-dialing digit (#) for cut-through access to the CDL. FGD also provides for the dialing of digits 00 for access on a non-DDD basis to the customer's operator when the end user's service is designated to the customer as set forth in 13.5 and 6.2.5(V). A single access code will be the assigned number for all FGD provided to the customer by the Telephone Company.

In addition to the standard 101XXXX access code, the customer has the option to use 950-XXXX as an access code for FGD Switched Access Service. When the customer orders FGD Switched Access Service with 950-XXXX Access as described in 6.2.5(T), FGD switched access calls may also be originated by using the customer's 950-XXXX access code(s). All such calls will be rated as FGD switched access calls.

FGD, provided with multifrequency address signaling or SS7 Out of Band Signaling, is arranged to receive address signaling through the use of Dual Tone Multifrequency (DTMF) or dial pulse address signaling from the end user.

- (9) FGD may, at the option of the customer, be arranged to provide ANI arrangement to obtain the calling station billing number. The ANI arrangement provides ten digit station billing number information to the CDL. When SS7 Out of Band Signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as described in 6.3.1(A)(D). In those situations where no billing number is available in the end office switch, as with 4/8 party service, no ten digit number will be provided, only the area code and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no ten digit number will be provided, and an "identification failure" information digit will be provided. ANI will be made available using multifrequency signaling provided by the Telephone Company.

Dependent upon the group type, the ANI spill may be forwarded prior to the called number in appropriately equipped end offices. When the ANI spill is sent prior to the called number, ten digits will be forwarded (NPA + NXX-XXXX). When the ANI spill is sent after the called number, the conventional seven digits will be forwarded. The Telephone Company will determine the sequencing and protocol of the ANI spill and called number.

- (10) FGD may, at the option of the customer, be arranged for the International Direct Distance Dialing (IDDD) Arrangement in the originating direction. The end office switches or access tandem switches which are equipped for IDDD will be designated by the Telephone Company. The CDL must be equipped to receive the IDDD supervisory and address signals and the CDL must provide operator assistance to the end users if necessary to obtain the IDDD address signals once the CDL acknowledges it is ready to receive IDDD address signals.

FGD may also be arranged to forward the international calls of one or more international carriers to the customer. This arrangement requires verification by the Telephone Company that the customer is authorized to forward such calls.

- (11) (Reserved for Future Use)

- (12) (Reserved for Future Use)



# **EXHIBIT WM-7**

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

First Revised Page 59  
Cancels Original Page 59

Effective: July 17, 1998

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E6. SWITCHED ACCESS SERVICE

E6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

E6.2.4 Feature Group D (FGD) (Cont'd)

A. Description (Cont'd)

6. The access code for FGD switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for presubscription to that customer as set forth in E13. following. Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX. (T)

Where facilities permit, the customer's operator can be reached by dialing 00.

When the 101XXXX access code is used, FGD switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to the Company's emergency reporting service, or the end-of-dialing digit (#) for cut-through access to the customer's premises. (T)

7. FGD Switching will be arranged to accept calls from telephone exchange service locations without the need for dialing 101XXXX uniform access code. Each telephone exchange service line will be marked with a presubscription code to identify which 101XXXX code its calls will be directed to for interLATA and intraLATA service. Presubscription codes are applied as set forth in E13. following. (T)

8. A Dedicated Access Line may, at the option of the customer, be provided for use with FGD Switched Access Service. A Dedicated Access Line provides a connection between a customer's end user's premises and a Company end office switch capable of performing the necessary screening functions for TFC Service, WATS or similar services and is provided only for use at the closed end of such services. (T)